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 DONALD L. MEDLOCK
 JOHN B. JESSUP*
 ROBERT E. BROSNAN
 ROBERT ANTHOINE
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 WILLIAM M. EVARTS, JR.
 ARTHUR H. FREDSTON
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*ALSO A MEMBER OF THE CONNECTICUT BAR
 **ALSO A MEMBER OF THE FLORIDA BAR
 *NOT A MEMBER OF THE NEW YORK BAR
 *A MEMBER OF THE FLORIDA BAR
 **A MEMBER OF THE CONNECTICUT BAR

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6755-E
 310
 BRONSON WINTHROP (1893-1944)
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 THOMAS PARSONS III
 DOUGLAS F. WILLIAMSON, JR.**
 COUNSEL

6755-F
 DEC 7 1981 - 2 20 PM

INTERSTATE COMMERCE COMMISSION

December 4, 1981

No. 1
 DEC 7 1981
 Date
 Fee \$ 10.00

Ms. Agatha L. Mergenovich
 Secretary
 Interstate Commerce Commission
 12th Street & Constitution Avenue N.W.
 Washington, D.C. 20423
 ICC Washington, D. C.

Dear Ms. Mergenovich:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. § 11303 are the original and two certified true copies of a Lease Extension and Amendment dated as of November 1, 1981.

A general description of the railroad rolling stock covered by the enclosed document is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Lessee: Goodyear Tire & Rubber Company
 Akron, Ohio 44316
 Attention: Office of the Secretary

Lessor: Greenbrier Leasing Corporation
 503 High Street
 Oregon City, Oregon 97045

Prior Recordation: Railroad Equipment Lease
 Recordation Number: 6755-A
 Recordation Date: September 29, 1979

CT. Karpman

Dec 7 2 24 PM '81

as amended by

First Amendment to Railroad Equipment Lease

Recordation Number: 6755-C

Recordation Date: October 24, 1972

Please return the original Lease Extension and Amendment to Michael P. Schumaecker, Winthrop, Stimson, Putnam & Roberts, 40 Wall Street, New York, New York 10005.

Enclosed is a certified check in the amount of \$10.00 covering the required recording fee.

Very truly yours,

A handwritten signature in dark ink, appearing to read "M. Schumaecker", written in a cursive style.

Michael P. Schumaecker

Enclosures

Schedule A

Description of Equipment:

One hundred seventy-one (171) OTDX 6000 Series railroad container cars bearing the identifying symbol "OTDX" and bearing car numbers from 6000 to 6174, inclusive, but excluding numbers 6009, 6073, 6087 and 6108.

RECORDATION NO. *6755-E*

Filed 1425

DEC *7* 1981 -2 30 PM

INTERSTATE COMMERCE COMMISSION

LEASE EXTENSION AND AMENDMENT

BETWEEN

GREENBRIER LEASING CORPORATION

AND

THE GOODYEAR TIRE & RUBBER COMPANY

LEASE EXTENSION AND AMENDMENT
BETWEEN
GREENBRIER LEASING CORPORATION
AND
THE GOODYEAR TIRE & RUBBER COMPANY

This Lease Extension and Amendment dated as of November 1, 1981, between Greenbrier Leasing Corporation, a Delaware corporation having an office in Oregon City, Oregon (the "Lessor"), and The Goodyear Tire & Rubber Company, an Ohio corporation (the "Lessee");

WITNESSETH:

A. Pursuant to the terms and conditions of an Asset Purchase Agreement dated as of July 31, 1979 between O-T-D Corporation, as seller, and the Lessor, as purchaser, Lessor purchased from O-T-D Corporation all right, title and interest of O-T-D Corporation under a Railroad Equipment Lease, as amended, dated as of November 1, 1971 (the "Lease") between O-T-D Corporation as lessor and The Goodyear Tire & Rubber Company, as lessee, as well as the leased equipment, to wit, one hundred seventy-two (172) OTDX 6000 Series railroad container cars, bearing the identifying symbol "OTDX" and bearing car numbers within the series 6000 to 6174 inclusive, but excluding numbers 6073, 6087 and 6108; and

B. Lessor and Lessee wish to extend the term of the Lease and amend it as hereafter described.

Now, Therefore, Lessor and Lessee agree as follows:

1. Section 1. of the Lease shall be amended to read as follows:

SECTION 1. DESCRIPTION OF LEASED PROPERTY

The Lessor does hereby lease and let to the Lessee 171 OTDX 6000 Series Container Cars, bearing the identifying symbol OTDX and car numbers from 6000 to 6174, inclusive, but excluding numbers 6009, 6073, 6087 and 6108. (Said 171 railroad cars being hereinafter collectively called "Cars"). Said Cars are to be used exclusively within the United States and Canada and in the service of Lessee for the transportation of synthetic rubber in O-T-D containers having a maximum gross weight of 4,225 pounds each. Each of said Cars is designed to carry 44 containers and will have the general specifications and characteristics described in the General Arrangement Drawings dated December 7, 1971 heretofore furnished to the Lessee by the Lessor.

2. Section 3. of the Lease shall be amended to read as follows:

SECTION 3. LEASE TERM OF CARS

The lease term for each Car shall be a fixed term of six (6) years commencing November 1, 1981.

3. Section 4. of the Lease shall be amended to read as follows:

SECTION 4. FIXED RENTS AND PAYMENT DATES

The Lessee agrees to pay as monthly fixed rent for each Car for and during the fixed term hereof,

a) The amount of \$373.00 payable on the 20th day of each calendar month commencing November 20, 1981 to and including the payment due and payable March 20, 1983;

b) The amount of \$383.00 payable on the 20th day of each calendar month commencing April 20, 1983 to and including the payment due and payable November 20, 1987.

The Lessor agrees to render invoices to the Lessee on or before the 10th day of each month for rentals due under this Section 4.

The fixed rent for the fixed term for each car specified in this Section shall be subject to the following adjustment:

<u>If Mileage Allowance Is:</u>	<u>Monthly Rental Rates May Be Increased As Much As:</u>
.125	3.75
.130	7.50
.135	11.25
.140	15.00
.145	18.75
.150	22.50
.155	26.25
.160	30.00
.165	33.75
.170	37.50
.175	41.25
.180	45.00

Should the mileage allowance exceed eighteen cents per mile operated (\$.180), Lessee shall pay Lessor an additional three dollars and seventy-five cents (\$3.75) per car per month for each five-tenths of a cent (\$.005) mileage increase.

Said adjustment is to become effective upon the first day of the calendar month following the effective date, specified by the Association of American Railroads or any succeeding association or official body, of any such mileage increase.

All rents or other payments hereunder remaining due and unpaid more than 10 days after the due date thereof as provided for herein shall bear interest from the due date thereof at a rate of interest per annum equal to the prime lending rate charged by Bank of America NT&SA at the time of such delinquency.

4. Section 11. of the Lease shall be amended to read as follows:

SECTION 11. OPERATING RULES AND REGULATIONS

The Lessee agrees to comply with all governmental laws, regulations and requirements, and with the Interchange Rules of the Association of American Railroads (or any successor thereto) with respect to the use, maintenance and operation of each Car subject to this Lease. In case any equipment or appliance on any Car shall be required to be changed or replaced, or any additional or other equipment or appliance is required to be installed on such Car in order to comply with such laws, regulations, requirements and Rules, the Lessor

agrees to make such changes, additions and replacements. Lessor shall pay for such approved items and rent shall be adjusted as follows:

"If any physical changes to the cars shall be required by The Association of American Railroads, The Department of Transportation, or any other governmental or regulatory entity having jurisdiction over the cars, Lessee shall pay an additional monthly service charge equal to \$1.50 per car per month for each \$100.00 per car cost to Lessor to perform such changes, such charge to become effective upon date of acceptance by a railroad of instructions to forward such car to customer after such changes shall be completed."

Any parts installed or replacements made upon the cars pursuant to the provisions of Section 9. or this Section 11. shall be considered accessions to the Cars and title thereto shall be immediately vested in the Lessor.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be affixed and attested, all as of the day and year first above written.

ATTEST:

GREENBRIER LEASING CORPORATION

By

Its

STATE OF

COUNTY OF

ss.

On this 22 day of October, 1981, before me personally, appeared Alan James, to me personally known, who, being by me duly sworn, says that he is the President of GREENBRIER LEASING CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

My commission expires:

Notary Public

ROBIN BISSON
NOTARY PUBLIC-OREGON

My Commission Expires 6-8-85

ATTEST:

John DeWitt
ASST SECRETARY

THE GOODYEAR TIRE & RUBBER COMPANY

By William H. Miller

Its Vice President

STATE OF Ohio

COUNTY OF Summit

)
)
) ss.

On this 13th day of November, 1981, before me personally, appeared V. L. Petersen, to me personally known, who, being by me duly sworn, says that he is the Vice President of THE GOODYEAR TIRE & RUBBER COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Notary Public

My commission expires: 7-31-84

ATTEST:

J. J. [Signature]
ASST SECRETARY

THE GOODYEAR TIRE & RUBBER COMPANY

By [Signature]

Its Vice President

STATE OF Ohio

COUNTY OF Summit

ss.

On this 19th day of November, 1981, before me personally, appeared V. L. Petersen, to me personally known, who, being by me duly sworn, says that he is the Vice President of THE GOODYEAR TIRE & RUBBER COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

My commission expires: 7-31-84

Margaret A. Marks
Notary Public

MARGARET A. MARKS, Notary Public
Residence — Summit County
State Wide Jurisdiction, Ohio
My Commission Expires July 31, 1984

10-30-81

for 11-2-81
Quoted 11/4/81

for Jackson 11/5

BUDGET
PUR-81-19
11/12/81

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

I, CHRISTOPHER READ WALL, a Notary Public in
and for the County and State aforesaid, do hereby certify
that on this 4th day of December 1981 I compared the fore-
going copy with the original Lease Extension and Amendment,
between Greenbrier Leasing Corporation and the Goodyear
Tire & Rubber Company, dated as of November 1, 1981, and
that the same is a full, true and correct copy of such
original in all respects.

Christopher Read Wall

Notary Public

CHRISTOPHER READ WALL
Notary Public, State of New York
No. 31-4736757
Qualified in New York County
Commission Expires March 30, 1983